



THOMAS L. GARTHWAITE, M.D.  
Director and Chief Medical Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina  
First District

Yvonne Brathwaite Burke  
Second District

Zev Yaroslavsky  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

November 17, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ACCEPT TWO SAFE AND DRUG-FREE SCHOOLS AND  
COMMUNITIES CONTINUATION GRANT AWARDS AND AMEND  
AGREEMENT WITH LOS ANGELES COUNTY OFFICE OF EDUCATION  
(1st District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize and delegate authority to the Director or Health Services, or his designee, upon review and approval by County Counsel, to:

1. Accept two forthcoming Safe and Drug-Free Schools and Communities Continuation Grant Awards from the State Department of Alcohol and Drug Programs, that will extend the term of the existing grant awards SDF 03-19 and SDF 03-33 for an additional two calendar years (Award years 4 and 5), and provide funding in the amount of \$300,000 for each award for a combined amount of \$600,000, for the continued provision of alcohol and drug prevention program services within the First Supervisorial District, effective January 1, 2006 through December 31, 2007, and to notify the Board following receipt of each Continuation Grant.
2. Accept any amendments or continuation awards to the two forthcoming Safe and Drug-Free Schools and Communities Continuation Grant Awards, for Award years 4 and 5, which individually do not exceed an increase of \$100,000, and to notify the Board following each amendment or continuation award.
3. Amend Alcohol and Drug Services Agreement No. H-700170, substantially similar to Exhibit I, with the Los Angeles County Office of Education, scheduled to expire on December 31, 2005, to extend the term of the Agreement, effective January 1, 2006 through December 31, 2007, for the continued provision of alcohol and drug prevention program services within the First Supervisorial District, and increase the maximum obligation by \$270,000, 100% offset by Safe and Drug Free Schools and Communities Grant pending receipt of final continuation award.

4. Offer and sign future amendments to Agreement No. H-700170 with the Los Angeles County Office of Education, to extend the term and modify the funding based on the State Department of Alcohol and Drug Programs amendments or continuation grants to the Safe and Drug Free Schools and Communities Grant, and to notify the Board following each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Board approval of the recommended actions will enable the Department of Health Services (Department), Alcohol and Drug Program Administration (ADPA), to ensure that prevention program services will continue to be provided to residents of the First Supervisorial District.

The two Safe and Drug-Free Schools and Communities (SDFSC) Grants, Nos. SDF 03-19 and SDF 03-33, support funding for services provided by the Los Angeles County Sheriff's Department (LACSD), via a Memorandum of Understanding (MOU), and the Los Angeles County Office of Education (LACOE), via the above Agreement, respectively. Both SDFSC Grants and the Agreement with the LACOE are scheduled to expire on December 31, 2005. The purpose of the SDFSC grant projects is to support programs that: prevent violence in and around schools; prevent illegal use of alcohol, tobacco, and drugs; involve parents and communities; and that are coordinated with related federal, State, school and community efforts and resources to foster a safe and drug-free learning environment that supports student academic achievement.

FISCAL IMPACT/FINANCING:

The two forthcoming SDFSC Continuation Grant Awards for years 4 and 5 will provide an additional \$300,000 (\$200,000 for calendar year 2006 and \$100,000 for calendar year 2007) for each grant, for a combined amount of \$600,000, effective January 1, 2006 through December 31, 2007. The Department's ADPA will use 10% of each continuation award, for a total of \$60,000, to cover administrative costs.

The Amendment to Agreement No. H-700170 with LACOE will provide additional funding in the amount of \$270,000, consisting of \$90,000 for Fiscal Year (FY) 2005-06, \$135,000 for FY 2006-07 and \$45,000 for FY 2007-08, 100% offset by SDFSC grant funds, effective January 1, 2006 through December 31, 2007. There is no net County cost.

The MOU with the LACSD will be increased by \$270,000, consisting of \$90,000 for FY 2005-06, \$135,000 for FY 2006-07 and \$45,000 for FY 2007-08, 100% offset by SDFSC grant funds, effective January 1, 2006 through December 31, 2007. There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On January 8, 2002, President Bush signed the No Child Left Behind Act of 2001 reauthorizing the SDFSC-Governor's Program. Federal funds allocated to the Governor's Office were administered by the State Department of Alcohol and Drug Programs (SDADP). Effective July 1, 2002, SDADP no longer distributed SDFSC funds to counties through the Negotiated Net Amount process. SDFSC funds are now awarded to selected counties through a competitive grant process.

On September 19, 2002, the Department's ADPA responded to a Request for Applications for SDFSC funds. ADPA collaborated with LACOE and the Sheriff on projects they had identified in the First District. On December 18, 2002, ADPA was informed that the applications related to LACOE Project JADE (Juvenile Assistance Diversion Effort) and LACSD's STAR (Success Through Awareness and Resistance) Alert Project were approved.

On April 8, 2003, the Board of Supervisors approved the acceptance of the two SDFSC Grant awards, Nos. SDF 03-19 and SDF 03-33, and an Agreement with LACOE for SDFSC Grant program services, for a three-year term effective January 1, 2003 through December 31, 2005.

Thereafter, ADPA entered into an MOU with the LACSD for services to be provided by their STAR Alert Project. Board approval was granted with the understanding that if the programs were renewed for a fourth year, SDADP would fund each program at 75 percent of the original grant awards and ADPA would be required by the SDADP to provide each program with a 25 percent match. If the programs were renewed for a fifth year, SDADP would fund each program at 50 percent of the original grant awards and ADPA would be required to provide each program with a 50 percent match.

On September 12, 2005, ADPA was informed under two separate letters (Attachments C and C-1) that since the programs have demonstrated substantial progress toward meeting project goals and objectives, both SDFSC Grant Awards would be extended and fully funded for award years 4 and 5. In addition, the SDADP has advised that if the 2006 federal budget contains additional SDFSC funds, Year 5 for each grant will be revised. The Department anticipates that each grant will be increased by an additional \$100,000 for Year 5 based on the past funding levels. LACOE and LACSD are fully funded with SDADP SDFSC Grants. No County match is required.

Since the SDADP has formally advised the Department of the forthcoming two SDFSC Continuation Grant Awards, ADPA will extend the current MOU in place with the LACSD and amend the current Agreement with LACOE.

The two forthcoming SDFSC Continuation Grant Awards do not impact the Department's System Redesign.

Exhibit I, Amendment to Agreement No. H-700170 with LACOE, has been approved as to use and form by County Counsel.

Attachment A provides additional information.

Attachments B and B-1 are the Grant Management Statements which the Board instructed all County departments to include in all Board letters for grant awards exceeding \$100,000.

#### CONTRACTING PROCESS:

Since the recommended approval to accept the two forthcoming SDFSC Continuation Awards provides for the allocation of SDADP monies directly to the County, advertisement on the Los Angeles County Online Web Site as a contracting opportunity is not appropriate. In addition, advertising Amendments to current Agreements as a contracting opportunity is also not appropriate.

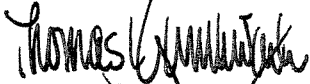
The Honorable Board of Supervisors  
November 17, 2005  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended actions will allow the Department's ADPA to ensure that community-based alcohol and drug prevention program services continue to be provided to the residents of the First Supervisorial District.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:lvb  
BLTR\_SDFSC.LVB

Attachments (6)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

# SUMMARY OF GRANT AWARDS, AMENDMENT AND MEMORANDUM OF UNDERSTANDING

## 1. TYPE OF SERVICE:

Community-based alcohol and drug prevention program services provided to youth and residents within the First Supervisorial District.

## 2. AGENCY ADDRESSES AND CONTACT PERSONS:

- |  |  |
|--|--|
| <p>1. Department of Alcohol and Drug Programs<br/>Prevention Services Division<br/>1700 K Street<br/>Sacramento, California 95814-4037<br/>Attention: Michael S. Cunningham, Deputy Director<br/>Telephone: (916) 324-4398</p> | <p>2. Los Angeles County Office of Education (LACOE)<br/>9300 East Imperial Highway<br/>Downey, California 90242<br/>Attention: Patricia L. Meyers, Executive Director<br/>Telephone: (562) 922-6613<br/>Facsimile: (562) 922-6388</p> |
|--|--|

## 3. TERMS:

Safe and Drug Free Schools and Communities (SDFSC) Grants:	January 1, 2003 through December 31, 2007.
LACOE Agreement:	January 1, 2003 through December 31, 2007.
Los Angeles County Sheriff's Department (LACSD) Memorandum of Understanding (MOU):	January 1, 2003 through December 31, 2007.

## 4. FINANCIAL INFORMATION:

The two forthcoming SDFSC Continuation Grant Awards, for Award years 4 and 5, will provide an additional \$300,000 (\$200,000 for calendar year 2006 and \$100,000 for calendar year 2007) for each grant, for a combined amount of \$600,000, effective January 1, 2006 through December 31, 2007. The Department's ADPA will use 10% of each continuation award, a total of \$60,000, to cover administrative costs.

The Amendment to Agreement No. H-700170 with LACOE will provide additional funding in the amount of \$270,000, consisting of \$90,000 for Fiscal Year (FY) 2005-06, \$135,000 for FY 2006-07 and \$45,000 for FY 2007-08, 100% offset by SDFSC grant funds, effective January 1, 2006 through December 31, 2007. There is no net County cost.

The MOU with LACSD will be increased by \$270,000 and will consist of \$90,000 for FY 2005-06, \$135,000 for FY 2006-07 and \$45,000 for FY 2007-08, 100% offset by SDFSC grant funds, effective January 1, 2006 through December 31, 2007. There is no net County cost.

The distribution of the SDFSC grant awards by Calendar Year and Fiscal Year are as follows:

<b>Calendar Year:</b>	<u>2006</u>	<u>2007</u>		
Award Year	<u>4</u>	<u>5</u>		
SDF 03-19	\$200,000	\$100,000	=	\$300,000
SDF 03-33	<u>\$200,000</u>	<u>\$100,000</u>	=	<u>\$300,000</u>
Total	\$400,000	\$200,000	=	\$600,000
<b>Fiscal Year:</b>	2005-06	2006-07		2007-08
	(01/01/06-06/30/06)	(07/01/06-12/31/06) and (01/01/07-06/30/07)		(07/01/07-12/31/07)
SDF 03-19	\$ 100,000	\$ 100,000	\$ 50,000	\$ 50,000
SDF 03-33	<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>
	\$ 200,000	\$300,000		\$100,000
				<u>\$ 600,000</u>
<b>Less:</b>				
ADPA, Administrative Costs (10%)	(\$ 20,000)	(\$ 30,000)	(\$ 10,000)	(\$ 60,000)
LACOE Agreement	(\$ 90,000)	(\$ 135,000)	(\$ 45,000)	(\$ 270,000)
LACSD MOU	<u>(\$ 90,000)</u>	<u>(\$ 135,000)</u>	<u>(\$ 45,000)</u>	<u>(\$ 270,000)</u>
Net County Costs	- 0 -	- 0 -	- 0 -	- 0 -

5. GEOGRAPHIC AREA SERVED:

1st Supervisorial District.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Patrick L. Ogawa, Director, ADPA

7. APPROVALS:

Public Health: John F. Schunhoff, Ph.D., Chief of Operations

ADPA: Patrick L. Ogawa, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (as to form): Eva Vera, Senior Deputy

## ATTACHMENT B

**Los Angeles County Chief Administrative Office  
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

**Grant Project Title and Description**

The Safe and Drug Free Schools and Communities Grant will prevent violence in and around schools, and prevent the illegal use of alcohol, tobacco, and other drugs (ATOD).

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance
California Department of Alcohol and Drug Programs	Grant No. SDF 03-19 - Safe and Drug Free Schools and Communities Grant, Title IV No Child Left Behind Act	

Total Amount of Grant Funding: \$300,000.00 County Match Requirements: None

Grant Period: 2 years Begin Date: January 1, 2006 End Date: December 31, 2007

Number of Personnel Hired Under this Full Time: N/A Part Time: N/A

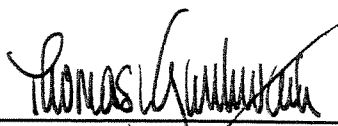
**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant funded program?	Yes	No	N/A
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	No	N/A
Is the County obligated to continue this program after the grant expires?	Yes	No	X
If the County is not obligated to continue this program after the grant expires, the Department will:			
a). Absorb the program cost without reducing other services	Yes	No	X
b). Identify other revenue sources	Yes	No	X
(Describe)			
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant.	Yes	X	No

Impact of additional personnel on existing space:  
N/A

Other requirements not mentioned  
above:

Department Head  
Signature



Date

11/6/05

**Los Angeles County Chief Administrative Office  
Grant Management Statement for Grants Exceeding \$100,000**

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Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance
California Department of Alcohol and Drug Programs	Grant No. SDF 03-33 - Safe and Drug Free Schools and Communities Grant, Title IV No Child Left Behind Act	

Total Amount of Grant Funding: \$300,000.00

County Match Requirements: None

Grant Period: 2 years

Begin Date: January 1, 2006

End Date: December 31, 2007

Number of Personnel Hired Under this

Full Time: N/A

Part Time: N/A

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant funded program?	Yes	No	N/A
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	No	N/A
Is the County obligated to continue this program after the grant expires?	Yes	No	X
If the County is not obligated to continue this program after the grant expires, the Department will:			
a). Absorb the program cost without reducing other services	Yes	No	X
b). Identify other revenue sources (Describe)	Yes	No	X
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant.	Yes	X	No

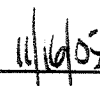
Impact of additional personnel on existing space:  
N/A

Other requirements not mentioned  
above:

Department Head  
Signature



Date



STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

ARNOLD SCHWARZENEGGER, Governor

**DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS**

1700 K STREET  
SACRAMENTO, CA 95814-4037  
TDD (916) 445-1942  
(916) 324-4398



September 12, 2005

Patrick L. Ogawa  
Director  
County of Los Angeles, Department of Health Services, Alcohol and Drug Program  
Administration  
1000 South Fremont Avenue, Building A-9 East, 3rd Floor  
Alhambra, California 91803

Dear: Patrick L. Ogawa

It is my pleasure to inform you that your county's Safe and Drug-Free Schools and Community (SDFSC) grant has demonstrated progress toward its stated goals and has been approved for two additional years of funding.

Until the 2006 federal budget is approved in October, it is not possible to know the impact it will have on Year 5 of the grant. Fortunately, there will be excess funds from the previous federal awards to provide at least partial funding in Year 5 regardless of the outcome of the federal budget process. In addition, ADP will be able to fund Year 4 of the grant at 100 percent of the original Year 3 amount. Keep in mind that these additional funds are from previous award years, and they will expire during the project year. It will be imperative that your programs submit claims on time and expenditures are monitored to ensure that all funds are expended within the project year. In other words, at least 70 percent of your Year 4 budget must be expended by the end of the 3<sup>rd</sup> quarter of Year 4 to guarantee 100 percent funding. Your Program Services Division (PSD) county analyst will be tracking your expenditures and will be available to provide assistance or answer questions.

In an effort to facilitate the timely completion of your Notice of Grant Agreement, please prepare a two-year work plan to continue the activities of the grant, a two-year budget, and corresponding budget narrative. Please submit these to your PSD county analyst no later than October 15, 2005. For grant number SDF 03-19, the Year 4 amount will be \$200,000. The Year 5 amount will be \$100,000. If the 2006 federal budget contains additional SDFSC funds, the Year 5 amount will be revised at a later date.



Do Your Part To Help California Save Energy  
For energy saving tips, visit the Flex Your Power website at  
<http://www.flexyourpower.ca.gov>

Patrick L. Ogawa  
September 12, 2005  
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If you have any questions, or need assistance in preparing the work plan and budget, don't hesitate to contact your PSD county analyst.

Sincerely,

A handwritten signature in black ink, reading "Michael S. Cunningham". The signature is written in a cursive style with a large, stylized "M" and "C".

MICHAEL S. CUNNINGHAM  
Deputy Director  
Program Services Division

cc: Yolanda Cordero  
Delia Barajas

**DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS**

1700 K STREET  
SACRAMENTO, CA 95814-4037  
TDD (916) 445-1942  
(916) 324-4398



September 12, 2005

Patrick L. Ogawa

Director

County of Los Angeles, Department of Health Services, Alcohol and Drug Program  
Administration

1000 South Fremont Avenue, Building A-9 East, 3rd Floor  
Alhambra, California 91803

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Patrick L. Ogawa  
September 12, 2005  
Page 2

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Sincerely,

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MICHAEL S. CUNNINGHAM  
Deputy Director  
Program Services Division

cc: Yolanda Cordero  
Delia Barajas

**EXHIBIT I**

Contract No.H-700170

ALCOHOL AND DRUG SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 2005,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

LOS ANGELES COUNTY OFFICE OF  
EDUCATION  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled "ALCOHOL AND DRUG SERVICES AGREEMENT", dated April 8,  
2003, further identified as Agreement No. H-700170 (hereafter  
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to extend the term for an additional two (2) years,  
increase funding for the additional term, make budget  
modifications and other hereinafter designated changes; and

WHEREAS, said Agreement provides that changes may be made  
in the form of a written amendment which is formally approved  
and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment will be effective January 1, 2006.

2. Agreement Paragraph 1, TERM, shall be revised and replaced with the following:

"1. TERM: The term of this Agreement shall commence January 1, 2003 and shall continue in full force and effect to and including December 31, 2007.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar day advance written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also suspend and/or terminate this Agreement immediately upon the occurrence of any of the following events: (1) Federal and/or State funds are not available for this Agreement or for any portion hereof; (2)

to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as ADPA, or any local agency designated by the ADPA to administer such review and recommendation, or by SDADP and such review or approval is not given; (3) to the extent that Contractor is approved to provide narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn; (4) Contractor fails to initiate delivery of services within thirty (30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect, without suspension or any restrictions, all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to facility(ies) and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County, which may include but not be limited to all applicable change in laws, regulations, and other compliance requirements, issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director, before any transfer or referral is completed, except in those instances, as determined by Contractor, where an immediate

participant transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's Department of Health Services ("DHS"), ADPA Financial Services Division, within forty-five (45) calendar days after such termination date, an annual cost report, as set forth

in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Contractor or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Contractor. County shall first deduct any unpaid balance from any final settlement amounts which may be due the Contractor to enable County to fully recoup the entire unpaid balance, and to the extent these amounts are insufficient to enable County to fully recoup the entire balance, Contractor agrees to remit by cashier's check the remaining unpaid balance to County within 10 (ten) days of final settlement."

3. Agreement Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph E, shall be deleted in its entirety and replaced with the following:

"E. During the period January 1, 2006 through

June 30, 2006, the maximum obligation of County for all services provided under this Agreement is Ninety Thousand Dollars (\$90,000). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit attached hereto.

F. During the period July 1, 2006 through June 30, 2007, the maximum obligation of County for all services provided under this Agreement is One Hundred Thirty-Five Thousand Dollars (\$135,000). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit attached hereto.

G. During the period July 1, 2007 through December 30, 2007, the maximum obligation of County for all services provided under this Agreement is Forty-Five Thousand Dollars (\$45,000). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in the Exhibit attached hereto.

H. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of Federal, State, or

County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under ADPA control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded."

4. Agreement Paragraph 12, COMPLIANCE WITH APPLICABLE LAW, Subparagraph A, shall be revised and replaced with the following:

"12. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules,

guidelines, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal law and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code Division 10.5, Parts 1 and 3, commencing with Section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Health Services Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by ADPA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable provisions of Health and Safety Code Division 10, Chapter 5, Article 2 (Treatment of

Addicts for Addiction) [Section 11215 et seq.]; Title 9 CCR Chapter 4, Subchapter 4 (Narcotic Treatment Programs) [Section 10000, et seq.]; Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1972 (21 U.S.C. Section 1101 et seq.) and Federal regulations pertaining thereto; regulations of the FDA, and the DEA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted consistently with, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement."

5. Agreement Paragraph 18, NOTICES, Subparagraph B, shall be revised and replaced with the following:

"B. Notices to Contractor shall be addressed as follows:

(1) LOS ANGELES COUNTY OFFICE OF EDUCATION  
9300 East Imperial Highway  
Downey, California 90242-2890

Attention: Patricia L. Meyer, Executive  
Director"

6. Agreement Paragraph 19, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76), shall be added to the Agreement as follows:

"19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By entering into this Agreement with County, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any

owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

Contractor shall immediately notify County in writing, during the term of the Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

7. ADDITIONAL PROVISIONS-DEPARTMENT OF HEALTH SERVICES-ALCOHOL AND DRUG PROGRAM ADMINISTRATION-ALCOHOL AND DRUG SERVICES AGREEMENT-July 1, 2002, shall be replaced in its entirety with ADDITIONAL PROVISIONS-DEPARTMENT OF HEALTH SERVICES-ALCOHOL AND DRUG PROGRAM ADMINISTRATION-ALCOHOL AND DRUG SERVICES AGREEMENT-October, 2005, attached hereto and incorporated herein by reference.

8. Exhibit A, Schedule A and Budget A, shall be replaced with Exhibit A-1, Schedule A-1 and Budget A-1, attached hereto and incorporated herein by reference, effective January 1, 2006.

9. Except for the changes set forth hereinabove,  
Agreement shall not be changed in any other respect by this  
Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

LOS ANGELES COUNTY OFFICE OF  
EDUCATION

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts & Grants Division

10/21/05  
Amend SDFSC\_Agree\_LVB  
CD3927F.P0 04/05

(COST/R)

LOS ANGELES COUNTY OFFICE OF EDUCATION

EXHIBIT A-1

SAFE AND DRUG-FREE SCHOOLS AND COMMUNITIES GRANT PROGRAM SERVICES

1. DEFINITION: Safe and Drug-Free Schools and Communities Grant Program services (hereafter "SDFSC Services") are services that seek to foster a safe and drug-free learning environment that supports academic achievement for the youth of Los Angeles County. The program services focus on the needs of at-risk and under-served youth and their environments by creating and supporting programs that prevent the illegal use of alcohol, tobacco, and other drugs.

2. PERSONS TO BE SERVED: Persons to be served are under-served and at-risk youth from middle, high, and continuation schools from the Los Angeles Unified School District and their families who reside within Los Angeles County. At-risk youth are minors whose environment increases their chances of becoming teen parents, school dropouts, gang members, or users of alcohol and other drugs. Parents of at-risk youth shall be involved with the development of the program activities and shall be required to attend community parent education sessions.

Unless a specific population(s) is identified, prevention services will be made available to at-risk youth males and

females, and their parents within the target area, as defined in Paragraph 3, below. The SDFSC service program will serve:

X males/X females. The age group(s) to be served is(are):  
11 to 18 years old .

3. TARGET AREA: Prevention services shall be conducted within the boundaries of Los Angeles County. The boundaries for these services, as defined by Contractor and approved by Director, are as follows: Los Angeles Unified School District J.

4. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where prevention services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 3071 Firestone Boulevard, South Gate, California 90280. Contractor's facility telephone number is (323) 564-5233 and facsimile/FAX number is (323) 567-2653. Contractor's facility days and hours of operation are Monday through Thursday, 8:00 a.m. to 6:00 p.m.

Contractor shall obtain prior written approval from Director at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, or facsimile/FAX number, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform Director at least ten (10) calendar days prior to the effective date(s) thereof.

5. MAXIMUM ALLOCATION:

A. During the period of January 1, 2003 through June 30, 2003, that portion of the maximum obligation of County which is allocated under this Exhibit for SDFSC services is Ninety-Two Thousand, Five Hundred Dollars (\$92,500). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

B. During the period of July 1, 2003 through June 30, 2004, that portion of the maximum obligation of County which is allocated under this Exhibit for SDFSC services is One Hundred Eighty-Five Thousand Dollars (\$185,000). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

C. During the period of July 1, 2004 through June 30, 2005, that portion of the maximum obligation of County which is allocated under this Exhibit for SDFSC services is One Hundred Ninety-Nine Thousand, Five Hundred Dollars (\$199,500). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

D. During the period of July 1, 2005 through December 31, 2005, that portion of the maximum obligation of County which is allocated under this Exhibit for SDFSC

services is One Hundred Four Thousand Dollars (\$104,000). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

E. During the period of January 1, 2006 through June 30, 2006, that portion of the maximum obligation of County which is allocated under this Exhibit for SDFSC services is Ninety Thousand Dollars (\$90,000). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

F. During the period of July 1, 2006 through June 30, 2007, that portion of the maximum obligation of County which is allocated under this Exhibit for SDFSC services is One Hundred Thirty-Five Thousand Dollars (\$135,000). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

G. During the period of July 1, 2007 through December 31, 2007, that portion of the maximum obligation of County which is allocated under this Exhibit for SDFSC services is Forty-Five Thousand Dollars (\$45,000). Other financial information for this Exhibit is contained in the Schedule(s) and Budget(s), attached hereto and incorporated herein by reference.

6. REIMBURSEMENT: County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in this Exhibit in accordance with the dollar amounts listed in the Schedule(s) and detailed in the Budget(s) referred to above, and attached hereto, as such costs are reflected in Contractor's billing statements. The definition of "services" for the purpose of this Paragraph shall include time spent performing any service activities designated in this Exhibit and shall also include any time spent on the preparation for such service activities.

7. STATEMENT OF WORK FORM AND EVALUATION OF SERVICES: Contractor agrees to provide services as described and summarized in Contractor's "Statement of Work" form, attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for Director's review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives that will be achieved by Contractor in the provision of services in accordance with the terms of this Agreement. (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior that Contractor's services are expected to produce in a stated percentage of the

participant population to be served.) Each goal and objective shall include a timetable and a completion date, which shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days following the execution of this Agreement for approval by Director.

Contractor agrees to allow County to use Contractor's program goals and objectives to develop and implement new program activities, to evaluate the effectiveness of the services provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's prevention outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documenting and assessing program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will

provide suitable program staff, and participant confidentiality assurances and will be conducted under applicable Federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluation will be conducted under the direction of Los Angeles County Office of Education with additional oversight by a County-appointed prevention group.

8. REPORTS: Subject to the reporting requirements of the "Additional Provisions" of this Agreement, incorporated herein, Contractor shall submit the following report(s): Quarterly performance reports and annual/final performance reports due ninety (90) days after the end of each year of the project period. Contractor shall submit an integrated strategic plan, reflecting collaboration with Local Educational Agencies and parents and communities, due six (6) months after award of the grant. The plan shall identify:

- One and two-year project goals, strategies, and objectives;
- Measurable outcomes pertaining to the youth and communities served;
- The process by which the school(s), parents, youth, and communities will work together in a continuous planning and implementation relationship. The planning process need not be complex nor burdensome, but must illustrate

a systematic process for ensuring ongoing needs assessment, collaboration, as needed; and

- A plan for continuing successful programs, the criteria used to determine which programs will be sustained and how funding will be secured.

9. STAFF QUALIFICATIONS:

A. Sobriety: Contractor shall establish and maintain a written policy regarding alcohol and drug use by employees.

B. Minimum Desirable Qualifications: The following desirable qualifications shall apply to employees and volunteers directly involved in the administration, supervision or provision of services under this Agreement:

(1) Knowledge and understanding of alcohol and drug related problems, community planning, and the basic principles of prevention.

(2) Ability to plan and organize service activities.

(3) Knowledge of United States Department of Education, Principles of Effectiveness.

(4) Ability to lead group meetings or discussions.

(5) Ability to document work activities.

(6) Competency to work with the various ethnic/cultural groups in the community.

C. Contractor's Director or Program Administrator:

Contractor shall delegate the responsibility for overall administration of SDFSC services to one specific person functioning as Contractor's director or project administrator. Such person shall have a minimum of two (2) year's professional experience in the areas of budgeting, community relations, facility operation, fiscal management, fund raising, personnel, program planning, report writing, service documentation, volunteer supervision, and knowledge of State and County laws, regulations, policies, and procedures regarding human service management and service delivery.

D. Program Managers or Supervisors: Contractor may delegate certain aspects of the project administration responsibility to one or more subordinate staff functioning as project managers or supervisors. At least one (1) full-time equivalent must be devoted solely to a project and have with responsibility for program administration.

10. SPECIFIC SERVICES TO BE PROVIDED:

A. Contractor shall comply with the following United States Department of Education, Principles of Effectiveness. Activities shall:

(1) be based on an assessment of objective data regarding the incidence of violence and illegal drug use in the elementary schools and secondary schools and

communities to be served, and consequences of violence and illegal drug use and delinquency and serious discipline problems among students who attend such schools (including private school students who participate in the drug and violence prevention program);

(2) be based on an established set of performance measures aimed at ensuring that the elementary schools and secondary schools and communities to be served by the program have a safe, orderly, and drug-free learning environment;

(3) be based on scientifically based research that provides evidence that the program to be used will reduce violence and illegal drug use;

(4) be based on an analysis of the data reasonably available at the time, including risks and protective factors, high or increasing rates of reported cases of child abuse and domestic violence; protective factors, buffers, assets; or other variables in schools and communities in the State identified through scientifically based research; and

(5) include meaningful and ongoing consultation with and input from parents in the development of the application and administration of the program or activity.

Contractor has been given at least a thirty (30) days notice of any deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but not to be limited to, failure to provide the quality of services as described in this Agreement, Federal, State, and County audit exceptions resulting from noncompliance, and significant performance problems as determined by monitoring visits.

e. Subject to the provisions of the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, County may withhold claims for payment by Contractor.

f. In any event, any and all payments due to Contractor may be withheld under this provision. Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

g. In addition to subparagraphs (1) through (5) herein, the Director may withhold claims for payment by Contractor for delinquent amounts due to County as determined by a cost report or audit

report settlement, resulting from this or prior years' agreement(s).

h. Notwithstanding any other provision of this Agreement, County may withhold any and all payments to Contractor under any and all alcohol and drug services agreements between County and Contractor, if State, federal, and/or County auditor (or any other funding source) advises County of significant findings that warrant such withholding of funds.

i. Notwithstanding any other provision of the Negotiated Net Amount/Drug Medi-Cal Agreement between the State and the County, and the agreement between County and Contractor, County may withhold 10% of all payments to Drug/Medi-Cal contractors under any and all alcohol and drug services agreements between County and Contractors as a reserve for future liabilities resulting from, but not limited to penalties and audits.

(6) Contractor agrees to reimburse County for any Federal, State, or County, audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

B. Additional Procedural Requirements for Cost Reimbursement Agreements: In addition to the general requirements described in Subparagraph A hereinabove, for those alcohol and drug service agreements using a cost

reimbursement format (cost reimbursement agreements), the following additional procedural requirements will apply:

(1) Preliminary (Cost Report) Settlement Payment:

a. Pending a final settlement between Contractor and County based upon a fiscal year audit determination of allowable costs, the parties shall make a preliminary cash settlement for each fiscal year or portion thereof that this Agreement is in effect. Such preliminary settlement shall be based upon the Annual Cost Report, which is referred to in the ANNUAL COST REPORT Paragraph hereinbelow.

b. If the Annual Cost Report shows a balance due to the County, the amount due shall be repaid by Contractor forthwith by cash payment, or at the discretion of Director, as a credit on future billings.

c. If the Annual Cost Report shows a balance due to the Contractor, the amount due shall be paid to Contractor forthwith, provided that the maximum allocation for such services is not thereby exceeded.

d. Such settlement shall be paid within forty-five (45) calendar days after County submits the Los Angeles County Summary Cost Report to the SDADP.

(2) Final (Audit Report) Settlement Payment:

a. If the fiscal year audit conducted by Federal, State, and/or County representatives finds that allowable and necessary net costs for any mode of services furnished hereunder are lower than the payments made therefor by County, and/or if it is determined by such audit that any payments made by County for a particular mode of service are for costs which are not reimbursable pursuant to provisions of the Health and Safety Code, Division 10.5, Part 2, the Department of Health Services Substance Abuse Program Contract Financial Handbook, and/or this Agreement, then the difference shall be repaid by Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

b. If such fiscal year audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference shall be paid to Contractor as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of the body of this Agreement.

Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County. Request for authorization shall be made in writing to Director, and shall include the travel dates, locations, purpose/agenda, participants and costs.

(3) Interest may be charged on amounts owed to ADPA as a result of cost report settlements and audit liabilities.

C. Federal Drug/Medi-Cal Requirements: If any Federal Drug/Medi-Cal services are performed herein, such services shall be reimbursed under Federal government criteria on the basis of costs or charges or statewide rates, whichever is lower and only for the period of time Contractor is certified as a Medi-Cal provider. Such cost shall be determined by a fiscal year audit conducted by Federal and/or State of California audit personnel for each fiscal year or portion thereof that this Agreement is in effect. Such audit shall be conducted in accordance with Division 10.5 of the Health and Safety Code; Title 9, Chapter 4 of the California Code of Regulations; the financial and compliance requirements of the United States General Accounting Office's document entitled "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions"; requirements as set forth in this Agreement; and applicable generally accepted auditing standards. In addition, County reserves the right to conduct a fiscal year audit as set forth in RECORDS AND AUDITS Paragraph of this Agreement.

D. Contractors that receive a combination of Medi-Cal funding and other federal or State funding for the same service element and location shall be reimbursed for actual

costs as limited by Medi-Cal reimbursement requirements, except that reimbursement for non Medi-Cal services shall not be limited by Medi-Cal rate requirements or customary charges to privately paying clients.

13. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's specific written approval, County may use such monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health Programs and Services. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) percent per fiscal year based on County maximum obligation at the beginning of the applicable fiscal year, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds twenty-five percent

(25%), based on approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor,

or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer ("CAO"). Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

14. RECORDS AND AUDITS:

A. Documentation: Contractor shall document the delivery of all specific services identified in the Agreement. Such documentation shall include daily and monthly reports of individual staff activities, records of specific service activities, and other records as specified by ADPA, this paragraph, and paragraph 15. Contractor shall retain such documentation in Los Angeles County and shall make the same available to County and its representatives at a location in Los Angeles County within ten (10) calendar days of prior written notice by COUNTY'S ADPA during normal County business hours for purposes of inspection or audit.

B. Participant Records: Contractor shall maintain adequate participant records in accordance with State laws and regulations and with the procedures specified in the Los Angeles County Alcohol Program - Description of Service Activities - July 1, 1993 and the Department of Health Services Substance Abuse Program Contract Financial Handbook. Contractor shall maintain adequate service records (e.g., recovery, treatment) on each participant which shall include, but shall not be limited to, a recovery/treatment plan, a completed health status questionnaire, diagnostic studies, a record of participant interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records shall be retained for a minimum of five (5) years following the expiration or termination of this Agreement, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later, and shall be retained by Contractor at a location in Los Angeles County, or with prior written authorization by ADPA in any other Southern California location, and shall be made available at reasonable times to authorized representatives of Federal, State and County governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to the requirements set forth

under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the Exhibits(s) attached hereto.

C. Financial Records: Contractor shall prepare, implement, and maintain a written cost allocation plan according to the provisions of SDADP's Audit Assistance Guide dated November 1, 1990, and any amendment(s) thereto. Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles, and the Department of Health Services Substance Abuse Program Contract Financial Handbook provided by County to Contractor. Contractor hereby acknowledges receipt from County of the Department of Health Services Substance Abuse Program Contract Financial Handbook. Such records shall clearly reflect the actual cost for each mode of service provided by Contractor, for which payment is claimed, and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants and other revenue received, including any Federal Drug/Medi-Cal or State General Fund revenues, and all costs incurred by mode of service (e.g., community prevention and recovery program, residential community recovery program, inpatient medical detoxification, outpatient drug free counseling, outpatient medical detoxification), for alcohol and drug services performed herein, including but not limited to,

a cash receipts journal indicating all revenue, its source and intent (e.g., participant fees, contributions, restricted grants, unrestricted grants), and a listing of County remittances received. Contractor agrees that any unidentified cash receipts shall be applied as a reduction of reimbursable Agreement costs.

(2) Reports, studies, statistical surveys or other information used to determine and allocate indirect costs among Contractor's various modes of service under this Agreement. For purposes of this subparagraph, indirect costs shall mean those costs intended by the Department of Health Services Substance Abuse Program Contract Financial Handbook to be identified as indirect costs.

(3) ADPA-requested alcohol and drug service statistics, Los Angeles County Participant Report System ("LACPRS") statistics, State General Fund statistics, and total facility statistics (e.g., staff hours, resident days, visits) which can be applied to each mode of service provided by Contractor herein.

(4) Personnel records which account for the percentage of time worked on each mode of service and total work time of each of Contractor's personnel (identified as indirect costs in the ADPA approved Contractor budget) in providing alcohol and drug

services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, and timecards signed by the employee and approved by the supervisor, which verifies percentage time distribution by mode of service and accounts for the total time worked by each of Contractor's personnel on a daily basis. This requirement shall apply to all of Contractor's personnel, including the person functioning as executive director (or his/her equivalent) of the Contractor's alcohol and drug program, if such executive director provides any services claimed under this Agreement.

(5) Additional Participant Records: For all participants that are registered, served, or treated, hereunder for direct services, Contractor shall maintain financial records which clearly document the following:

a. Contractor's determination of participant's eligibility for Medi-Cal, (medical) insurance, and other third party coverage, in accordance with PARTICIPANT ELIGIBILITY Paragraph of this Agreement, hereinabove.

b. Contractor has made reasonable efforts to collect charges from the participant, his/her family, his/her insurance company, or the responsible person or party.

c. The type and amount of charges incurred by each participant registered/served hereunder for direct recovery services, as documented by ledger cards or other approved record system. and the amount of charges collected. (Any apportionment of costs shall be made in accordance with generally accepted accounting principles and the Department of Health Services Substance Abuse Program Contract Financial Handbook.)

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, appointment logs, participant ledgers).

D. Preservation of Records: If following termination of this Agreement Contractor's (parent) facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director of SDADP and the Director shall be notified thereof by Contractor in writing and arrangements shall be made by Contractor, when requested by Director, to transfer to County all service, financial, participant, personnel, and any other related records and reports, referred to hereinabove and any service records in any of the Exhibit(s) incorporated herein for preservation.

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year

that this Agreement is in effect, unless such requirement is waived in writing by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management ("OMB") Circular Number A-133. Such audit shall be performed by an independent auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Health Services - Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's workpapers shall be retained at least three (3) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be

made available for review by Federal, State or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code (U.S.C.) Section 1395x (v) (1) (I)] is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor that are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such similar availability and access to the subcontract, books, documents, and records of the subcontractor.

G. County To Be Provided Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file such audit

reports(s) with the Director and County's Department of Health Services - Financial Services Division, within thirty (30) calendar days of receipt, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Agreement.

H. Cooperation During Audits and Investigations:

Contractor shall cooperate fully with authorized Federal, State, and County representatives in conducting on-site audits or investigations during regular business hours, whether such audit or investigation is announced beforehand or unannounced. Contractor shall comply fully with lawful requests made by such representatives in the performance of their duties during an audit or investigation. Contractor shall make available in a timely manner, all documentation and/or records requested by such representatives.

In the event Contractor refuses entry to any authorized Federal, State, or County representative for the purposes of conducting an audit or investigation, or fails to cooperate fully, or fails to provide requested documentation, County may withhold any and all future payments due Contractor until Contractor complies with the request(s).

If an audit requires Contractor to submit a Corrective Action Plan ("CAP") to correct program deficiencies, County

may withhold any and all future payments due Contractor until Contractor meets the requirements of the CAP to County's satisfaction.

In the event County withholds payment, Contractor shall continue to bear complete and sole responsibility for providing services hereunder and comply with all provisions of this Agreement. If Contractor fails to do so, the same shall constitute a material breach of contract upon which Director may suspend or County may terminate this Agreement.

15. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of Contractor's employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return,

Federal Form 941, and or State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees income tax withholding whether such payments are made on a monthly or quarterly basis.

County shall not retain such reports but shall return them to Contractor. Required submission of above quarterly and monthly reports by Contractor may be

waived by the Director based on agency performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph shall not apply to governmental agencies.

B. Contractor shall submit directly to the SDADP monthly the following reports:

By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the SDADP. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the SDADP shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall submit to the ADPA monthly the following reports:

By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into ADPA's online system, the Los Angeles County Participant Reporting System admission questions or discharge questions, as applicable, for each participant admitted to or departing from Contractor's services under this Agreement.

Failure by Contractor to submit the required reports to ADPA shall result in all monthly payments being withheld for late submission of reports.

D. Contractor shall make other reports as required by the Director or by SDADP, concerning Contractor's activities as they relate to this Agreement. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

16. ANNUAL COST REPORT:

A. For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's Department of Health Services, ADPA Financial Services Division ("FSD"), one (1) original and one (1) copy of an annual cost report, and if applicable, one (1) original and one (1) copy of the Drug/Medi-Cal Performance Report, for each mode of service and service delivery site (by provider number), within forty-five (45) calendar days following the close of such fiscal year. In addition to the requirements set forth under this Agreement, Contractor shall comply with any additional cost report requirements, such as the separate reporting of individual and group counseling expenditures and revenues and report applicable units of services as required by the State. Such cost report shall

be prepared in accordance with generally accepted accounting principles, using cost report forms and instructions provided by County.

B. If this Agreement is terminated or canceled prior to June 30th, the annual cost report, and if applicable, Drug/Medi-Cal Performance Report, shall be for that Agreement period which ends on the termination or cancellation date and two (2) copies of such report shall be submitted within forty-five (45) calendar days after such termination or cancellation date to County's Department of Health Services FSD.

17. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and participant records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

18. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

19. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the

term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives for the operation of its facility(ies) and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives which are applicable to their performance hereunder. Contractor shall ensure that such licensees permits, registrations, accreditations, and certifications are current and in effect during the term of this Agreement. Contractor shall send a copy of each license, permit, registration, accreditation, and certificate to the ADPA within ten (10) calendar days following the execution of this Agreement and upon renewal or extension.

20. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31 U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

21. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or

economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest

possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment,

materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact ADPA's Contracts Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was

received by Contractor, reasonable wear and tear expected, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

Contractor shall have a thorough knowledge of community representatives, organizations, and general population of the area where services are being provided. Contractor shall maintain a written policy that describes community outreach activities targeted to minimize any negative community reaction towards the presence of a treatment program in the community.

25. TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS:

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where

services are provided under provisions of this Agreement, by taking the following actions:

A. Prohibiting smoking in all areas within the facilities.

B. Prohibiting smoking within 20 feet of doors and windows at all program facilities.

C. Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.

D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under this Agreement. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both.

26. DRUG FREE WORKPLACE: Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Workplace Act of 1990) and will provide a drug-free workplace, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying

the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

- (1) Be given a copy of the County's drug-free policy statement; and
- (2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Agreement, or termination of the Agreement, or both, and Contractor may be ineligible for future County agreements if the County determines that any of the following has occurred:

- (1) Contractor has made a false certification; or
- (2) Contractor has violated the certification by failing to carry out the requirements as noted above.

27. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING: Contractor shall:

A. Develop an agency policy regarding the agency's commitment to the level of services to be provided to HIV/AIDS-infected participants and/or employees, which has been approved by ADPA.

B. Designate an AIDS resource person to receive education and training on HIV and AIDS for the purpose of educating and training agency staff and participants on the prevention and transmission of HIV/AIDS. The HIV/AIDS education and training of agency staff shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis). All new staff must receive HIV/AIDS education within the first three (3) months of employment. In addition, all direct service staff must attend a minimum of sixteen (16) hours of HIV/AIDS training each year. All management staff must attend a minimum of eight (8) hours of HIV/AIDS training each year. All clerical and support staff must attend a minimum of eight (8) hours of HIV/AIDS training initially and four (4) hours each year thereafter.

C. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission.

D. Make available to all participants and employees the location of HIV/AIDS counseling and testing sites and treatment centers within the County of Los Angeles.

E. Not deny services to any person solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

F. Consider priority admission for all applicants who identify as HIV/AIDS infected.

G. Comply with all applicable Federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

28. PUBLIC ANNOUNCEMENTS, LITERATURE, AND OUTREACH:

Contractor shall publicize availability of its services hereunder through telephone directories, community resource directories, and program information brochures or flyers. Publicity/outreach may also be conducted through information and referral service agencies, posters, newspaper announcements and stories, radio, and television. Publicity/outreach messages shall identify the program as an alcohol and drug services program, describe service activities, and provide a telephone number for service.

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, which may be an allowable

charge, shall have prior review and written approval from the Director prior to their publication, printing, duplication and implementation for this Agreement. In addition, all materials issued regularly, such as newsletters, shall be reviewed and approved annually by Director. All such materials, public announcements, literature, audiovisuals, and printed materials distributed by Contractor for the purpose of apprising recipients of services and the general public of the nature of its services hereunder, shall be approved by the Director, and Contractor shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, ADPA.

To eliminate or reduce language barriers to services, Contractors serving a substantial number of non-English speaking people shall provide information and interpreter services to non-English speaking individuals by employing qualified bilingual persons. These services shall include the availability of non-English language written materials and the use of qualified bilingual persons in public contact positions or the use of interpreters to ensure the provision of services and information.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated

therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

29. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND DRUGS: Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Agreement, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by

Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol or drugs and that the unlawful use of alcohol and drugs is both illegal and dangerous.

Contractor shall provide ADPA with any audio, printed, video, or other materials planned for general public dissemination, for review upon ADPA's request.

30. PROPRIETARY RIGHTS: County shall have proprietary rights to any and all materials produced, distributed, or compiled under this Agreement. Such materials are the property of County and shall not be circulated outside Los Angeles County in whole or in part, nor released to the public, without the specific authorization by Director.

County reserves the right to use, reproduce, distribute, and sell any and all materials produced, delivered, or compiled pursuant to this Agreement, and reserves the right to authorize others to use and reproduce such materials.

31. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the communities they serve, and that these services are of particular

importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest, natural disaster, or similar event, is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

32. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall, within three (3) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

33. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

34. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM/GENERAL RELIEF OPPORTUNITY FOR WORK PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give

consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

35. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

37. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services ("DHS") shall make the

determination to resolicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

38. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Agreement.

39. TERMINATION FOR IMPROPER CONSIDERATIONS: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement if it is found that considerations, in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861.

Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

40. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is

deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination.

Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County,

at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) working days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

41. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent(s) will evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which County determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

42. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County

has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

43. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:  
Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program Paragraph immediately above, shall constitute a default by Contractor and may be cause for debarment under this Agreement. Without limiting the rights and remedies available to County under any

other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for default Paragraph of this Additional Provisions, attachment to the Agreement and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

44. RETURN OF COUNTY MATERIALS: At the expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon COUNTY'S request.

45. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractors behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

46. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other

breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

47. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally-funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any

Federal exclusion of Contractor or its staff members from such participation in a Federally-funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County,

(2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment

period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors.

50. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance

with the requirements set forth in Internal Revenue Service Notice 1015.

51. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

52. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these

areas and that County has not undertaken any responsibility for compliance on Contractor's behalf: Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

53. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a

written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph

shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to ADPA.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract.

In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

54. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

56. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the COUNTY'S policy to encourage all County Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the Contractor with the poster to be used.

57. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staff have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

58. TERMINATION FOR NON-APPROPRIATION OF FUNDS:  
Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during

any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractor or any principals of either be suspended, debarred, ineligible, or

excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit C, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

10/26/05  
ADDPROV\_LVB

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

**No shame.  
No blame.  
No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafe1a.org](http://www.babysafe1a.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite-Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***